

LINDA LINGLE
GOVERNOR OF HAWAII



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

LAURA H. THIELEN
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

RUSSELL Y. TSUJI
FIRST DEPUTY

KEN C. KAWAHARA
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAIHOLAWA ISLAND RESERVE COMMISSION
LAND
STATE PARKS

**NOTICE TO OFFERORS
(CHAPTER 103D)**

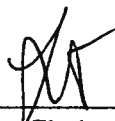
The Department of Land and Natural Resources, Division of Forestry and Wildlife, is soliciting bids for providing fence construction materials.

Copies of the IFB may be obtained from the Division of Forestry and Wildlife Office at 1151 Punchbowl St. Rm. 325, Honolulu, HI 96813, at no cost beginning on March 8, 2010. The IFB may also be downloaded from the State Procurement Office website, <http://www4.hawaii.gov/bidapps/> (click on the corresponding announcement).

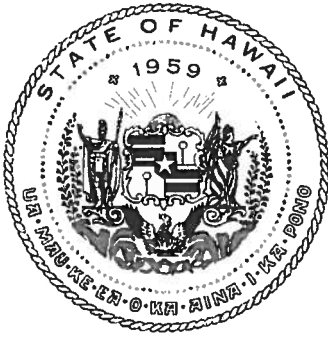
Sealed bids will be received at the Division of Forestry and Wildlife office, and must be submitted no later than 2:00 pm March 22, 2010. Anything received after that time will not be considered and will be returned to the applicant unopened. There are no exceptions to this requirement.

The State reserves the right to modify or cancel this IFB at any time and reject any and all proposals or to waive any defect when, in its opinion, such cancellation, rejection, or waiver will be in the best interests of the State of Hawaii. The State of Hawaii assumes no financial responsibility in the preparation of any responses to this IFB.

Inquiries regarding this IFB should be directed to Emma Yuen with the Division of Forestry and Wildlife at 808 587-4170 (phone) or email Emma.Yuen@hawaii.gov or Michael Wysong with the Division of Forestry and Wildlife at 808 274-3442 or email at Michael.L.Wysong@hawaii.gov.



Laura H. Thielen, Chairperson
Board of Land and Natural Resources



**DEPARTMENT OF LAND AND
NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE**

LEGAL AD DATE: March 8, 2010

**INVITATION FOR BIDS
NO. IFB-DOFAW-10-FM**

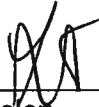
**SEALED OFFERS
TO
FURNISH AND DELIVER
FENCING MATERIAL
FOR THE
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE**

WILL BE RECEIVED UP TO AND OPENED AT 2:00 P.M. (HST) ON

March 22, 2010

IN THE DIVISION OF FORESTRY AND WILDLIFE OFFICE AT 1151 Punchbowl ST. RM.
325 HONOLULU, HI 96814. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO
EMMA YUEN, NARS ENHANCEMENT COORDINATOR, TELEPHONE (808) 587-4170 OR
EMAIL AT EMMA.YUEN@HAWAII.GOV OR MICHAEL WYSONG, NARS SPECIALIST,
TELEPHONE (808) 274-3442 OR EMAIL AT MICHAEL.L.WYSONG@HAWAII.GOV

PS



Laura H. Thiesen
Procurement Officer, Department of Land and
Natural Resources

FURNISH & DELIVER FENCING MATERIAL
DEPARTMENT OF LAND & NATURAL RESOURCES
IFB-DOFAW-10-FM

Procurement Officer
Department of Land and Natural Resources
Division of Forestry and Wildlife
State of Hawaii
1151 Punchbowl St. Rm 325
Honolulu, HI 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions, dated September 1, 1995, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:


Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ ** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following bid is submitted to furnish Fencing Material, f.o.b. destination Department of Land and Natural Resources, Division of Forestry and Wildlife-State le.

| Item | Description | Estimated Quantity | Unit Price | Estimated Bid Price |
|--|--|--------------------|-------------|---------------------|
| GROUP A Wire & Wire related Items | | | | |
| 1. | Woven Wire: 2096-6-12.5: 96" high tensile steel woven Bezinal or Galfan coated titegrip hog wire fabric or equivalent, greater than Class III coating, clear coat, certified to specification ASTM A 116-87 | 104 rolls | \$____/roll | \$_____ |
| Manufacturer(s) and Brand Name(s): | | | | |
| 2. | Woven Wire: 1775-6-12.5: 75" high tensile steel woven Bezinal or Galfan coated titegrip hog wire fabric or equivalent, greater than Class III coating, clear coat, certified to specification ASTM A 116-87 | 100 rolls | \$____/roll | \$_____ |
| Manufacturer(s) and Brand Name(s): | | | | |
| 3. | Woven Wire: 1561-6-12.5 : 47" high tensile steel woven Bezinal or Galfan coated Titegrip hog wire fabric or equivalent, greater than Class III coating, clear coat, certified to specification ASTM A 116-87 | 325 rolls | \$____/roll | \$_____ |
| Manufacturer(s) and Brand Name(s): | | | | |
| 4. | Woven Wire: 1348-6-12.5 : 47" high tensile steel woven Bezinal or Galfan coated Titegrip hog wire fabric or equivalent, greater than Class III coating, clear coat, certified to specification ASTM A 116-87 | 300 rolls | \$____/roll | \$_____ |
| Manufacturer(s) and Brand Name(s): | | | | |
| 5. | Woven Wire: 939-6-12.5 : 39" high tensile steel woven Bezinal or Galfan coated Hinge joint hog wire fabric or equivalent, greater than Class III coating, certified to specification ASTM A 116-87 | 138 rolls | \$____/roll | \$_____ |
| Manufacturer(s) and Brand Name(s): | | | | |
| 6. | Woven Wire: 1047-6-11-9 : 47" steel woven hinge joint hog wire fabric or equivalent, greater than Class III coating, certified to specification ASTM A 116-87 | 57 rolls | \$____/roll | \$_____ |

Manufacturer(s) and Brand Name(s):

| | | | |
|---|----------|------------|---------|
| 7. Woven Wire: 939-6-11-9 : 39" steel woven hinge joint hog wire fabric or equivalent, greater than Class III coating, certified to specification ASTM A 116-87 | 30 rolls | \$___/roll | \$_____ |
|---|----------|------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|--|--------|------------|---------|
| 8. Woven Wire: 832-6-12.5 : 32" high tensile steel woven Bezinal or Galfan coated Titegrip hog wire fabric or equivalent, greater than Class III coating, certified to specification ASTM A 116-87 | 1 roll | \$___/roll | \$_____ |
|--|--------|------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|---|-----------|------------|---------|
| 9. Woven Wire: 832-6-12.5 : 32" high tensile steel woven Bezinal or Galfan coated Hinge joint hog wire fabric or equivalent, greater than Class III coating, certified to specification ASTM A 116-87 | 250 rolls | \$___/roll | \$_____ |
|---|-----------|------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|---|----------|------------|---------|
| 10. Barbed wire: 4", 12.5 gauge, 4 point, 14 gauge round barb Class III coating or better, standard grade. certified to specification ASTM A-121-86 | 66 rolls | \$___/roll | \$_____ |
|---|----------|------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|--|-------------------|----------------|---------|
| 11. Fasteners: Bezinal or Galfan clips or equivalent, greater than class III coating | 200,000 fasteners | \$___/fastener | \$_____ |
|--|-------------------|----------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|--|--------|----------|---------|
| 12. Staples: Bezinal or Galfan keawe staples or equivalent, greater than class III coating | 75 lbs | \$___/lb | \$_____ |
|--|--------|----------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|---|-----------|----------|---------|
| 13. Hogrings: 9 gauge, Bezinal or Galfan hogrings or equivalent, greater than class III coating | 1,600 lbs | \$___/lb | \$_____ |
|---|-----------|----------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|--|----------|----------|---------|
| 14. 9 gauge straight wire Beznal coating or equivalent Class III coating or better, standard grade. certified to specification ASTM A-121-86 | 1300 lbs | \$___/lb | \$_____ |
|--|----------|----------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|---|-----------|----------|---------|
| 15. 9 gauge straight smooth wire, Stainless steel, standard grade. certified to specification ASTM A-121-86 | 1,700 lbs | \$___/lb | \$_____ |
|---|-----------|----------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|--|--|--|---------|
| Group A Total Sum Bid Price Items A 1-15 | | | \$_____ |
|--|--|--|---------|

GROUP B POSTS

| | | | |
|---|---------------------------|--------------|---------|
| 1. T-133 galvanized steel posts: T-133 posts 10' in length. Certified ASTM RR-F-221/3A. Galvanizing per ASTM 123, with Anchor plate | 17 bundles (of 200 posts) | \$___/bundle | \$_____ |
|---|---------------------------|--------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|--|-------------------------|--------------|---------|
| 2. T-133 galvanized steel posts: T-133 posts 10' in length. Certified ASTM RR-F-221/3A. Galvanizing per ASTM 123, without Anchor plate | 1 bundle (of 200 posts) | \$___/bundle | \$_____ |
|--|-------------------------|--------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|---|---------------------------|--------------|---------|
| 3 T-133 galvanized steel posts: T-133 posts 8' in length. Certified ASTM RR-F-221/3A. Galvanizing per ASTM 123, with Anchor plate | 10 bundles (of 200 posts) | \$___/bundle | \$_____ |
|---|---------------------------|--------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|--|---------------------------|--------------|---------|
| 4. T-133 galvanized steel posts: T-133 posts 8.5' in length. Certified ASTM RR-F-221/3A. Galvanizing per ASTM 123, with Anchor plate | 30 bundles (of 200 posts) | \$___/bundle | \$_____ |
|--|---------------------------|--------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|---|--------------------------|--------------|---------|
| 5. T-133 galvanized steel posts: T-133 posts 8.5' in length. Certified ASTM RR-F-221/3A. Galvanizing per ASTM 123, without Anchor plate | 2 bundles (of 200 posts) | \$___/bundle | \$_____ |
|---|--------------------------|--------------|---------|

Manufacturer(s) and Brand Name(s):

| | | | |
|--|---------------------------|--------------|---------|
| 6. T-133 galvanized steel posts: T-133 posts 7' in length. Certified ASTM RR-F-221/3A. Galvanizing per ASTM 123, with Anchor plate | 32 bundles (of 200 posts) | \$___/bundle | \$_____ |
|--|---------------------------|--------------|---------|

Manufacturer(s) and Brand Name(s):

7. T-133 galvanized steel posts: T-133 posts 7' 1 bundle (of \$____/bundle \$____
in length. Certified ASTM RR-F-221/3A. 200 posts)
Galvanizing per ASTM 123, without Anchor plate

Manufacturer(s) and Brand Name(s):

8. T-133 galvanized steel posts: T-133 posts 6.5' 7 bundles (of \$____/bundle \$____
in length. Certified ASTM RR-F-221/3A. 200 posts)
Galvanizing per ASTM 123, with Anchor plate

Manufacturer(s) and Brand Name(s):

9. T-133 galvanized steel posts: T-133 posts 6.5' 2 bundles (of \$____/bundle \$____
in length. Certified ASTM RR-F-221/3A. 200 posts)
Galvanizing per ASTM 123, without Anchor plate

Manufacturer(s) and Brand Name(s):

10. T-133 galvanized steel posts: T-133 posts 6' 5 bundles (of \$____/bundle \$____
in length. Certified ASTM RR-F-221/3A. 200 posts)
Galvanizing per ASTM 123, with Anchor plate

Manufacturer(s) and Brand Name(s):

11. T-133 galvanized steel posts: T-133 posts 6' 1 bundle (of \$____/bundle \$____
in length. Certified ASTM RR-F-221/3A. 200 posts)
Galvanizing per ASTM 123, without Anchor plate

Manufacturer(s) and Brand Name(s):

12. T-133 galvanized steel posts: T-133 posts 5' 1 bundle (of \$____/bundle \$____
in length. Certified ASTM RR-F-221/3A. 200 posts)
Galvanizing per ASTM 123, with Anchor plate

Manufacturer(s) and Brand Name(s):

13. T-133 galvanized steel posts: T-133 posts 30 bundles \$____/bundle \$____
24" in length. Certified ASTM RR-F-221/3A. (of 200 posts)
Galvanizing per ASTM 123, with Anchor plate.
Posts shall be furnished with holes drilled 6"
from the top, through center of post. Diameter of
the holes drilled shall be 1/4". Anchor plate will be
fastened 2" above bottom of post.

Manufacturer(s) and Brand Name(s):

14. T-133 galvanized steel posts: T-133 posts 9' 6 bundles (of \$____/bundle \$____
in length. Certified ASTM RR-F-221/3A. 200 posts)
Galvanizing per ASTM 123, with Anchor plate

Manufacturer(s) and Brand Name(s):

15. 26" deadmen with spades. 2000 \$___/deadmen \$____
deadmen

Manufacturer(s) and Brand Name(s):

16. Wood treated posts 10' x 7-8" 1 post \$___/post \$____

Manufacturer(s) and Brand Name(s):

17. Wood treated posts 10' x 8-9" 40 posts \$___/post \$____

Manufacturer(s) and Brand Name(s):

18. Wood treated posts 10' x 9-10" 30 posts \$___/post \$____

Manufacturer(s) and Brand Name(s):

19. Wood treated posts 8' x 7-8" 70 posts \$___/post \$____

Manufacturer(s) and Brand Name(s):

20. Wood treated posts 8' x 8-9" 260 posts \$___/post \$____

Manufacturer(s) and Brand Name(s):

21. Wood treated posts 8' x 9-10" 20 posts \$___/post \$____

Manufacturer(s) and Brand Name(s):

Group B Total Sum Bid Price Items B 1-21 \$____

GROUP C Misc Items

1. Nicopress crimps 7 boxes (of \$___/box \$____
100)

Manufacturer(s) and Brand Name(s):

2. 4' x 8' trailer matting 75 mats \$___/mat \$____

Manufacturer(s) and Brand Name(s):

3. Wedge- Lock Aluminum T- post bracing 9 boxes (of \$___/box \$____
hardware 100)

Manufacturer(s) and Brand Name(s):

Group C Total Sum Bid Price Items C 1-3 \$____

GROUP D Gates

1. 16' heavyduty 6 rail gate 20 gates \$___/gate \$____

Manufacturer(s) and Brand Name(s):

2. 14' heavyduty 6 rail gate 1 gate \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

3. 12' heavyduty 6 rail gate 6 gates \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

4. 10' heavyduty 6 rail gate 1 gate \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

5. 8' heavyduty 6 rail gate 7 gates \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

6. 16' Farmaster gate with wire mesh 2 gates \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

7. 14' Farmaster gate with wire mesh 1 gate \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

8. 12' Farmaster gate with wire mesh 1 gate \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

9. 10' Farmaster gate with wire mesh 1 gate \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

10. 8' Farmaster gate with wire mesh 20 gates \$____/gate \$_____

Manufacturer(s) and Brand Name(s):

Group D Total Sum Bid Price Items D 1-10 \$_____

GROUP E Panels/Mesh

1. High five corral panels 16' x 5' hot dipped galvanized, 4" spacing 500 panels \$____/panel \$_____

Manufacturer(s) and Brand Name(s):

2. Corral panels 16' x 5' hot dipped galvanized, graduated spacing 50 panels \$____/panel \$_____

Manufacturer(s) and Brand Name(s):

3. Hot dipped, galvanized 52" x 16' combination fence panels, 1/4" diameter, graduated spacing 250 panels \$____/panel \$_____

Manufacturer(s) and Brand Name(s):

4. Plastic deer fence 2" square mesh 4' x 330' breakings strength 600lbs 25 rolls \$____/roll \$_____

Manufacturer(s) and Brand Name(s):

Group E Total Sum Bid Price Items E 1-4 \$_____

Offeror: _____
Name of Company

Manufacturer (s) and Brand Names: Bidder shall provide the Manufacturer(s) and Brand Name(s) of Fencing Material being offered.

Bidder shall provide the following information:

Business Address: _____

Name of Contact person: _____

Phone No.: _____ Fax No.: _____

Warehouse Address: _____

Business Hours: _____

Contractor has the capability to accept procurement/credit cards: ____ Yes ____ No

Offeror: _____
Name of Company

SPECIFICATIONS

Fence Material offered shall meet the specification listed on the Offer Form. When requested, offeror shall provide documentation that verifies fence materials offered meets the specifications below. Offeror shall furnish this information within two (2) working days of State's request.

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

| | | |
|---------------------|---|---|
| Procurement Officer | = | The contracting officer for the State of Hawaii Department of Land and Natural Resources. |
| State | = | All agencies, including schools, participating in this agreement. |
| DLNR | = | Department of Land and Natural Resources of the State of Hawaii, located at 1151 Punchbowl Street, Honolulu, Hawaii 96813 |
| DOFAW | = | Division of Forestry and Wildlife of the Department of Land and Natural Resources of the State of Hawaii located at 1151 Punchbowl Street, Rm. 325 Honolulu, Hawaii 96813 |
| Bidder or Offeror | = | Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated. |
| HRS | = | Hawaii Revised Statutes |
| HAR | = | Hawaii Administrative Rules |
| IFB | = | Invitation for Bids |
| RFP | = | Request for Proposals |
| GET | = | General Excise Tax |

SCOPE

The furnishing and delivering of Fencing Materials to the Department of Land and Natural Resources, Division of Forestry and Wildlife, shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions developed by the Attorney General's office (Form AG2-GC(1/01)), included by reference and available from DOFAW or on-line at <http://www2.hawaii.gov/bidfiles/generalconditions1.pdf>.

STATE'S COMMITMENT

In return for prices submitted, DLNR-DOFAW will order fencing material specified herein from the successful low bidder(s).

It is provided, however, that when the type of material required by the agency is not available from the successful low bidder(s), the Contract Administrator may grant an exception to this commitment.

TERM OF CONTRACT

Contractor shall enter into a contract for the twelve-month period, starting as specified on the Notice to Proceed.

The contract may be extended by mutual agreement for two additional twelve-month period or portions thereof provided that the contract prices for the extended period remain the same as the previous year's contract prices.

The Contractor or the State may terminate any extended contract period at any time upon one hundred twenty (120) days prior written notice.

FEDERAL FUNDS AS RECEIVED (PARTIAL)

It is understood and agreed by all bidders that as to the portion of the obligation under the contract resulting from this IFB/RFP payable out of federal funds, the contract shall be construed to be an agreement to pay the portion to the contractor only out of federal funds to be received from the federal government when the federal funds are so received and shall not be construed as a general agreement to pay the portion at all events out of any funds other than those which are received from the federal government.

CONTRACT ADMINISTRATOR

For purposes of this contract Mr. Michael Wysong, is designated Contract Administrator. Mr. Wysong may be reached by telephone at 808/2743442, facsimile at 808/2743438 or email at Michael.L.Wysong@hawaii.gov. Emma Yuen, NARS Enhancement Coordinator, will be providing assistance and can be reached by telephone at 808/587-4170, facsimile at 808/5870160 or email at Emma.Yuen@hawaii.gov. The State retains the right to change the designated Contract Administrator at any time.

BIDDER QUALIFICATION

Offeror must maintain a wholesale or retail business in the State of Hawaii at the time of bidding and during the term of contract with warehousing and inventory capabilities for supplying the items listed herein. Award will not be made to any bidder failing to meet this qualification requirement. Location of warehouse and other information requested shall be listed in the spaces provided on the offer form.

Prior to award, the State has the right to conduct site inspection of offeror's store and warehouse facilities to insure that the above qualifications are met.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
 - b. Be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Method of Award provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

OFFEROR'S AUTHORITY TO SELL

The State will not participate in determinations regarding an offeror's authority to sell a product. If there is question or doubt regarding an offeror's right or ability to obtain and sell a

IFB-DOFAW-10-FM

product, the offeror should resolve that question prior to submitting a bid. If an offeror offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that offeror. If after award, it is revealed that the Contractor is not an authorized dealer or cannot, for any reason, obtain the product under contract, then the Contractor will be obliged to deliver as detailed under the paragraph FAILURE TO DELIVER.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.


The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Price. Furnish prices f.o.b. destination, Statewide. The unit bid prices shall include all delivery and handling charges, the transaction fee for processing this procurement electronically and all costs incurred in the performance of this contract **including the Hawaii General Excise tax, currently 4%.** Refer to the ELECTRONIC PROCUREMENT provision on page SP-2. 

Delivery to DLNR addresses located on the SAME island as the contractor's business or warehouse shall be made to the DLNR-DOFAW base yard indicated for each island. Delivery shall be made by the Contractor or via courier service in the quantities as designated on each purchase order provided that each purchase order amount is \$1,000 or more.

Additional Charges. If the delivery address is **NOT** located on the same island as the contractor's business or warehouse then the additional shipping cost required to get the entire order to the desired destination shall be reimbursed to the contractor. Each work order invoice must clearly identify the following on separate lines:

1. Cost of the fencing materials.
2. Additional shipping cost to the designated Island dock.
3. Cost for a carrier service to transport the fencing material from the designated dock to the designated DLNR address.

Delivery to DLNR addresses **NOT** located on the same island as the contractor's business or warehouse shall be made via courier services to the agency's address in the quantities as designated on each purchase order provided each purchase order amount is \$1,000 or more.

Manufacturer/Brand Name. The manufacturer/brand name of the fencing materials offered shall meet the minimum specifications specified herein.

Offeror shall identify on the appropriate Offer Form page the exact manufacturer name(s) or exact brand name(s) of the fencing materials and supplies to be furnished in performance of the work herein. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. If any of the called for elements or product information are missing from the offeror's offer the State will not be able to determine from the information given whether the product is acceptable or not.

Brochures and/or Specifications Literature. The burden of proof as to the quality and suitability of the fencing materials and supplies offered to the specifications stated herein is on the offeror. Accordingly, offeror shall submit brochures and/or specifications literature verifying that the products offered conforms to the specifications. If and when requested, offeror shall at his own expense, within three (3) working days from date of State's request, furnish any additional information necessary or relating thereto, and/or exact sample of the products being considered for award. The State will be the sole judge as to the comparative quality and suitability of the alternate or substitute fencing materials and supplies, and its decision will be final.

SUBMISSION OF OFFER

Offers shall be received at DOFAW, attn: Emma Yuen, 1151 Punchbowl Street, Kalanimoku Building, Room 325, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the DOFAW time stamp clock. Offers received after the deadline shall be returned unopened.

If the offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 325. This may cause a delay in receipt by the DOFAW and the offer may reach the DOFAW after the deadline, resulting in automatic rejection.

QUANTITIES

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller quantities at the prices quoted in this solicitation. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for State use only. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract.

The Contractor, however, may at his option, request approval from the Procurement Officer to terminate any item(s) of the contract when accumulated purchases for the line item(s) exceed 120% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Contract Administrator and shall include a copy of the Contractor's running record of purchases for the line item(s), by name of agency, transaction date, and quantity sold. The effective date of termination will be determined by the Contract Administrator, not to exceed ten (10) days from date of receipt of the written request by the Contract Administrator. The Contractor shall honor all orders placed prior to the effective termination date.

AWARD OF CONTRACT

Method of Award. To be considered for award, bidder is required to bid on all items within a group; however, bidder is not required to bid on all groups.

Award(s), if any, shall be made to the responsive, responsible bidder submitting the lowest estimated bid price for each group.

Responsibility of Lowest Responsive Bidder. Reference Responsibility of offerors in §103D-310(c), HRS. If compliance documents have not been submitted to the DOFAW prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the purchasing agency.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the offeror, and must be submitted directly to the DOTAX or IRS and not to the purchasing agency.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at www.dlir.state.hi.us/LIR#27, or at the neighbor island DLIR District Offices. The DLIR will return the form to the offeror who in turn shall submit it to the purchasing agency.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the purchasing agency. However, the certificate shall be submitted to the purchasing agency.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a CERTIFICATE OF GOOD STANDING (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency.

To obtain the Certificate, the offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certificate of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" under the "Quick Links" section of the main page.

Hawaii Compliance Express. Refer to Section 26 of the SPO General Provisions. Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the referenced SPO General Provisions, Section 26.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the purchasing agency as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

CANCELLATION OF IFB

The State reserves the right to cancel this IFB and to reject any and all bids in whole or in part when it is determined to be in the best interest of the State.

CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with Section 11-205.5, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by legislative body.

EXECUTION OF CONTRACT

No performance or payment bond shall be required for this contract.

For awards totaling \$25,000 or more, the State shall forward to the successful Offeror a formal contract to be signed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the GTC. No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed issued by the State upon execution of the contract by both parties. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

For awards totaling less than \$25,000, the State reserves the option of issuing a Purchase Order in place of a formal contract. The issuance of a purchase order does not waive compliance with the Specifications, Special Provisions and GTC incorporated in the solicitation. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profit, or any damages whatsoever incurred by your company prior to receipt of the purchase order.

NOTICE TO PROCEED

No work is to be undertaken by the Contractor(s) prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor(s) prior to the work start date.

ORDERING

The State will place orders with the Contractor(s) on an as needed basis during the contract period. The Contractor(s) shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

The State will use purchase orders when placing orders; however, if the Contractor has the capability to accept procurement/credit cards, the State reserves the option to use either purchase orders or procurement/credit cards.

DELIVERY

The fencing material and supplies may be delivered to the following addresses:

Oahu:

DLNR, Division of Forestry and Wildlife – Oahu Baseyard
2135 Makiki Heights Drive, Honolulu, HI 96822

Maui:

DLNR, Division of Forestry and Wildlife- Maui Baseyard
685 Haleakala Hwy,
Kahului, HI 96732

Kauai:

DLNR, Division of Forestry and Wildlife-Kauai Baseyard
4396D Pua Loke
Lihue, HI 96766

East Hawaii:

DLNR, Division of Forestry and Wildlife-Hilo Baseyard
19 East Kawili Street
Hilo, HI 96720

West Hawaii:

DLNR, Division of Forestry and Wildlife
Kamuela State Tree Nursery
66-1220A Lalamilo Rd
Kamuela, HI 96743

Molokai:

General Delivery,
Kaunakakai Harbor.

For deliveries to destination, however, **the minimum order will be \$1,000.00**. Deliveries to destination by the Contractor shall be made within eight (8) weeks after receipt of the purchase orders.

Purchase orders under \$1,000 will be handled as a will call.

Will call orders for in stock items shall be ready for pick up within five (5) calendar days. If not in stock, items will be available to pick up within eight (8) weeks after receipt of purchase order.

For will calls **not located** on the same island as the Contractor's business or warehouse address, the Contractor shall ship the order to the harbor port chosen by the agency and the agency will arrange for pick up. The Contractor will be reimbursed by the State for the additional transportation charges as explained in SPECIAL PROVISIONS, Additional Charges, items 1 and 2.

Any damaged or spoiled products will not be accepted by the DLNR-DOFAW and the Contractor shall be responsible for replacing them.

FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver products under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the contract price quoted. It shall be the Contractor's responsibility to obtain such a substitute. In the event a Contractor consistently needs to substitute or refuse to substitute products, the Procurement Officer reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

PERMITS, LICENSED, AND TAXES

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract

LIQUIDATED DAMAGES

In the event the Contractor does not deliver within the time allowed herein, LIQUIDATED DAMAGES, \$6.12 of the GTC, shall apply. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor does not deliver on a timely basis.

LIABILITY INSURANCE

Contractor must have general liability insurance no less than \$1 million per occurrence and \$2 million in the aggregate (the maximum amount paid for claims during a policy term). Automobile (auto) insurance must be no less than \$1 million per accident.


PRICE ADJUSTMENT

During the contract period or subsequent extension period, if applicable, , the Contractor may request increase in contract price when substantial price increase on products is imposed upon the Contractor by its supplier. Such request must be made in writing to the Purchasing Agency and must meet the following conditions:

1. Request for price increase shall be limited to the actual increase imposed upon the Contractor by the supplier of the products. (No allowances will be given for Contractor's increased labor or operating expenses).

2. Contractor shall submit at the time of such written request, documentation or verification that the increase is the result of supplier increase in cost of the products. Documentation shall include Contractor's cost for products both at the time Contractor submitted his bid and at the time of request for price increase.
3. No price increase will be allowed for the first six (6) months of the contract. Price increase, if any, shall be effective upon approval by the Contract Administrator; approval shall be made within ten (10) calendar days after receipt by the Purchasing Agency.

INVOICING

Contractor shall submit original and three copies of the invoice to the DLNR-DOFAW branch making a particular order, as indicated on the purchase order. Invoice should reference the purchase order number assigned to the order. If there are any questions regarding which DOFAW branch to invoice, contractor may submit original and three copies of the invoice to the DLNR-DOFAW main office, at 1151 Punchbowl Street, Room 325, Honolulu, HI 96813, attn:  ma Yuen.

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

SALES REPORT

Sales report shall be submitted to DOFAW indicating the total quantity purchased by the State for each item awarded. Item numbers and item descriptions shall be listed in order as it appears on the IFB. Sales reports are due no later than 30 days after the end of the fiscal quarter (November 1, February 1, May 1, August 1). The first report shall be due at the end of the first full quarter after contract award to the following address:

Division of Forestry and Wildlife
1151 Punchbowl St. Rm 325
Honolulu, HI 96813
Attn: Accountants

Failure of the Contractor to submit the reports as required may result in termination of the contract.

AUTHORITY OF THE STATE

The State shall decide all questions that may arise as to the work performed hereunder, as to the manner of such performance, as to the interpretation of any law, rule or regulation, policies and procedures, as to compensation, as to additional reason to service, and as to any other matter that may arise under the Contract. The decision of the State in such matters shall be final as long as not in violation of law and not arbitrary, capricious or characterized by abuse of discretion.

PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board between room 416 and room 420, 1151 Punchbowl Street, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chair of the Department of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or P. O. Box 621, Honolulu, Hawaii 96810-0119.

ADDITIONS, AMENDMENTS, AND CLARIFICATIONS TO THE SPO GENERAL PROVISIONS, DATED 1/1/07

Section 1. DEFINITIONS OF TERMS. Add the following terms to this section.

cc. **AG General Conditions**

General Conditions issued by the Department of the Attorney General of the State of Hawaii, referred to as Form AG-008, as revised, and included in solicitations by reference. The applicable revised Form AG-008, which is included by reference, is the form dated and in effect at the date the solicitation is issued.

dd. **SPO General Provisions**

General Provisions issued by the SPO, referred to as SPO GP, is in addition to the SPECIAL PROVISIONS unique to each solicitation; and is included by reference in solicitations issued by the SPO.

ADDITIONAL CONDITIONS

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected in whole, or in part when in the best interest of the purchasing agency, as provided in §§3-122-95 through 3-122-97, HAR.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, chapter 92F, HRS. The Offeror shall designate, in writing, those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to §3-122-58, HAR, in the case of an RFP, or §3-122-30, HAR, in the case of an IFB. The Offeror shall state in its written communication to the DOFAW project representative, the reason(s) for designating the material as confidential, for example trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Office of the Attorney General in accordance with chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under chapter 3-126, HAR. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with §92F-15.5, HRS.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractor(s) shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

9/20/00

TAX EQUALIZATION CERTIFICATE

(See Special Provisions)

SUBJ: Offer No.: IFB-DOFAW-10-FM
Description: Furnish and Deliver Fencing Material to the Department of Land and Natural Resources, Division of Forestry and Wildlife

Out-of-state Offerors not possessing a Hawaii General Excise Tax (hereinafter "GET") license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------------|-----------|
| | (check only one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter "SOH")? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s):

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (hereinafter "HRS"), at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the taxpayer preference provision described in Section 103-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____